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## PART IV

### Advertisements and Notices by Private Individuals and Private Bodies

#### DAMODAR VALLEY CORPORATION NOTIFICATION

The 19th May 1960

**No. 20**—In exercise of the powers conferred by section 60 of the Damodar Valley Corporation Act, 1948 (XIV of 1948), the Corporation hereby makes, with the previous sanction of the Central Government, the following further amendment to the Damodar Valley Corporation Service Regulations, published with the Notification of the Damodar Valley Corporation No. 5, dated the 28th January 1957, namely:—

I. In the said Regulations for Regulation 50, the following Regulation shall be substituted, namely:—

"Regulation 50—For the purpose of calculating mileage allowance, a journey between two places is held to have been performed by the shortest of two or more practicable routes or by the cheapest of such routes as may be equally short; provided that when there are alternative railway routes and the difference between them in point of time and cost is not great, mileage allowance should be calculated on the route actually used.

**NOTE 1**—The shortest route is that by which the traveller can most speedily reach his destination by the ordinary modes of travelling. In case of doubt, the Corporation will decide which shall be regarded as the shortest of two or more routes.

**NOTE 2**—If an employee travels by a route which is not the shortest but is cheaper than the shortest, his mileage allowance should be calculated on the route actually used.

**NOTE 3**—In respect of road journeys performed between places connected by rail, rail being the ordinary mode of travelling, road mileage will be regulated as follows:—

- (i) When the journey is performed by taking a single seat in a public conveyance, the lower rates of road mileage prescribed in Regulation 49 II-B but limited to rail mileage will be admissible.
- (ii) When the journey is performed otherwise, higher rates of road mileage prescribed in Regulation 49-I but limited to rail mileage will be admissible."

II. In the said Regulations, for Regulation 66, the following Regulation shall be substituted, namely:—

"Regulation 66—If an employee while on duty or on leave or passing through a station falls sick at a place, where no medical facility is provided by the Corporation, medical treatment by a medical officer other than the authorised medical attendant will be allowed only in emergent cases. Similar concession will be allowed in special cases where it is not possible to avail of the medical facility provided by the Corporation due to remoteness of the employee's residence and the severity of illness requiring immediate medical attention and treatment. Reimbursement of cost of such treatment shall be limited to the extent otherwise admissible under these Regulations and shall be allowed only on production of a certificate from the authorised medical attendant".

By order,

U. K. GHOSHAL

General Manager and Secretary

#### INDUSTRIAL FINANCE CORPORATION OF INDIA NOTIFICATION

New Delhi, the 12th May 1960

**No. 4/60**—It is hereby notified that the Share Register of the Corporation will be closed and the registration of transfers suspended from the 16th June 1960 to 30th June 1960 (both days inclusive).

By order of the Board,

H. V. VENKATASUBBIAH

General Manager

#### EMPLOYEES' STATE INSURANCE CORPORATION NOTIFICATION

New Delhi, the 17th May 1960

**No. 3/(2)-2/60-Estt.**—Shri R. K. Malaviya, M.P., Manendragarh, District Sarguja, Madhya Pradesh having been nominated under clause (i) of Section 4 of the Employees' State Insurance Act, 1948, as a member of the Employees' State Insurance Corporation representing the Parliament *vide* Government of India, Ministry of Labour and Employment Notification No. HI-1(154)/59, dated the 12th January 1960, the following amendment, in pursuance of Section 25 of the Employees' State Insurance Act, 1948 read with Regulation 10 of the Employees' State Insurance (General) Regulations, 1950, is hereby made in the Corporation's Notification No. 29-(4)/6/57-Estt., dated the 22nd August 1958 pertaining to the constitution of the Regional Board, Madhya Pradesh:—

In the said Notification, the following item shall be added, namely:—

"Under Regulation 10(1)(f)

7. Shri R. K. Malaviya, M.P.,  
Manendragarh, District Sarguja,  
Madhya Pradesh."

S. K. CHHIBBER

Director General

#### INDIAN AIRLINES CORPORATION (CONCESSIONAL PASSAGES) REGULATIONS, 1960

In exercise of the powers conferred by clause (e) of sub-section (2) of section 45 of the Air Corporation Act, 1953 (27 of 1953), the Indian Airlines Corporation, with the previous approval of the Central Government, hereby makes the following regulations, namely:—

1. **Short Title**—These regulations may be called the Indian Airlines Corporation (Concessional Transportation) Regulations, 1960.

2. **Definitions**—In these regulations, unless the context otherwise requires,

- (a) "Corporation" means the Indian Airlines Corporation;
- (b) "Government" means the Central Government;
- (c) "IATA" means the International Air Transport Association;

3. *Issue of concessional passes*—The Corporation may grant transportation free of charge or at reduced, rebated, or concessional rates to any person, baggage or goods on its air transport services, whether wholly within or outside India or partly within and partly outside India, if, in the opinion of the Chairman or the General Manager of the Corporation, such grant is likely to promote goodwill or be otherwise beneficial to its business or interests.

Provided that where such grant purports to be under the rules, regulations or resolutions of the IATA for the time being in force, it shall always be in accordance with such rules, regulations or resolutions, as the case may be, which, having been duly submitted to the Government or other authority duly appointed in that behalf by the Government, have not been specifically disapproved by the Government or such other authority.

4. *Quarterly Statements*—A statement showing all free and concessional transportation granted during each quarter on grounds of public relations of the Corporation, shall be placed at a meeting of the Corporation held in the subsequent quarter.

*Notification by the Spices and Oilseeds Exchange Ltd., Sangli*

The approval of the Secretary, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. No. 2462, dated the 24th November 1958, has been obtained to the following amendments made to the Bye-laws of the Spices and Oilseeds Exchange Ltd., Sangli, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

Amendments

The following shall be inserted after Bye-law 258 of the Exchange, namely:—

Additional Bye-laws for Hedge Trading in Groundnut Kernels

The following Bye-laws shall apply to Hedge Contracts in Groundnut kernels in addition to other Bye-laws which are made specifically applicable as Bye-laws common to Hedge Contracts in Turmeric as well as in Groundnut Kernels.

I. Definitions

259. Bye-law No. 1 (Except clauses 10, 24, 25 and 27) shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

260. In these Bye-laws unless there be something in the subject-matter or context inconsistent therewith,

- (1) "Candy or Khandi" means 560 lbs. equal to 254.02 kilograms approximately.
- (2) "Hedge Contract" means a forward contract in Groundnut Kernels as described in Bye-law 332.

II. Membership

261. Bye-laws Nos. 2 to 5 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

III. Notice

262. Bye-laws Nos. 6 to 13A shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

IV. General Bye-laws regarding Contracts and Trading

263. Bye-laws Nos. 14 to 32 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

V. Bye-laws regarding Non-member

264. Bye-laws Nos. 33 to 40 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

265. The duties and rights in respect of delivery of goods against forward contract, made between the members and non-members under the Bye-laws, shall be subject to the following rules:—

- (a) If a non-member has entered with a member into a Sale-transaction, he shall have to arrange to send the goods of the said contract to the member at least forty-eight hours, prior to the due date, in the godown of the member at his place of business, in case he intends to give delivery of the goods at Sangli; and if he intends to give delivery of the goods at any up-country delivery Centre, he shall during the said period inform the member the exact location of godown, etc. where the goods would be ready and lying for delivery. If the goods do not reach such godown or if the member is not informed of the location of the goods at the up-country Centre within the prescribed time-limit, the member shall have the right to accept or reject the goods thereafter.

- (b) If a non-member fails to fulfil his contract by effecting delivery of the goods thereunder, the said contract shall be closed at the rate of the due date and the non-member shall also pay the penalty at the rate fixed in the Bye-laws for the failure to tender the goods. The members and the non-members shall be bound to effect the payment of the difference between the rate of the due date and the rate of the contracts or the rate of the settlement as the case may be in accordance with these Bye-laws.

- (c) If the goods sent by a non-member reach the member within the prescribed time-limit, the member shall either himself take the delivery of the same goods or tender the said goods through the Exchange by issuing a Delivery Order against his sale contract with another member.

- (d) If a non-member has entered into a purchase contract with a member, the member shall have the right to effect delivery thereunder either from the goods in his possession or may deliver the goods received by him under a tender issued by any other member. It shall be the duty of the non-member to pay at Sangli the full amount of the value of the goods of the contract at least 48 hours prior to the commencement of the delivery period. If a non-member fails to pay the full amount of the value of the goods as aforesaid within the said time to the member, the member concerned shall have the right after the prescribed time limit to close the contract at any time at the market rate prevailing in the forward market or if he so wishes may tender to the said non-member either his own goods or the goods received by him under a delivery order from the Clearing House of the Exchange and inform the non-member accordingly by a letter or telegram. The non-member concerned shall be bound to pay in the manner and time aforesaid the full amount of the value of the goods to the member concerned in Sangli. The member on receiving the price of the goods as aforesaid shall take delivery of the goods on his behalf and shall perform other necessary duties thereafter.

- (e) If a non-member fails to pay the monies within said time, the members concerned shall have the right to sell the goods either in the open market or by public auction on account and at the risk and expenses of the said non-member.

- (f) In case the contract is closed, the non-member concerned shall be bound to pay to the member concerned the amount of the loss in accordance with the difference between the rate of contract first entered into or the last clearing rate whichever is applicable and the rate of the contract thereafter made to close the said transaction. In the same way, in case of the delivery of the goods the non-member concerned shall have to pay to the member concerned the amount of loss and expenses incurred by the said member by selling or auctioning the goods.

- (g) In both cases provided in (f) above, the non-member concerned shall have to pay immediately the said amount to the member as and when it is demanded from him.

- (h) A member may within twenty-four hours after the receipt of the delivery order tender to the non-member any delivery order after the Due date, provided he receives them either on the date of the Due Date or after the Due Date and the non-member concerned shall have no right whatsoever to raise any objection against the said Tender for the reason that the period of delivery of the Contract has expired.

- (i) If a non-member has remitted the money for taking the delivery of the goods to the member concerned and the member fails to effect the delivery of the goods, the contract he has entered into with the non-member shall be closed at the rate of the Due Date and the member concerned shall have to pay to the non-member the penalty fixed under the Bye-laws for his failure to tender the goods. Both the parties shall effect payment of the difference between the rate of the contract or the last clearing rate whichever is applicable and the rate of the Due Date.

- (j) If the delivery of the goods is received and taken for fulfilling a contract made between a member and a non-member the latter shall have to accept the agreement made between the first Seller and the last Buyer of the said delivery orders or accept the decision of the Surveyors regarding the refraction, allowance, quality, sampling, bagging, etc., of the goods and both the parties shall effect payment thereof between themselves accordingly.
- (k) If the delivery of the goods is effected for fulfilling a contract made between a member and a non-member directly between themselves, except in the case when it is effected by tendering a delivery order, the Chairman shall on receiving a written application from any of the parties concerned appoint two surveyors for surveying the goods and deciding the dispute about refraction, allowance, quality, sampling, bagging etc., of the goods and the said surveyors shall have the rights to nominate an Umpire. The decision of the said Surveyors or the Umpire as the case may be shall be final and binding upon both the parties concerned. If the Surveyors so appointed fail to give their decision within the prescribed time, the Chairman shall re-appoint Surveyors or the Umpire and the provisions under the Bye-laws referring to Survey shall as far as possible apply to this dispute also.
- (l) If a member redelivers the goods, received by him against his purchase from a non-member, to another non-member against his sale and the Chairman has appointed surveyors on receiving applications either from the member or the non-member, the decision of the surveyors shall be binding upon the latter non-member also.

#### VI. Trading Hours, Holidays, Time, etc.

266. Bye-laws Nos. 42 to 53A shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### VII. Trading Ring Bye-laws

267. Bye-laws Nos. 54 to 68 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

268. Separate Badges or Permits shall be issued to those members who are authorised to deal in Hedge Contracts in Groundnut kernels only and shall be charged separately. No Ring Trader who is authorised to deal in Groundnut Kernels only shall enter the Ring or transact business in the Ring reserved for Turmeric and *vice versa*.

269. The Ring Committee appointed under Bye-law 55 shall also supervise the general management of the Trading Ring for Hedge Contracts in Groundnut Kernels and subject to Bye-law No. 65 an appeal in respect of the Hedge Contracts in Groundnut Kernels shall be filed separately.

#### VIII. Fixation of Rates

270. Bye-laws Nos. 69 to 72 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

271. The Daily Rates Committee appointed under Bye-law 69 shall also fix and register separately the Daily Rates and Spot Rates of Groundnut Kernels and subject to Bye-law 70 an appeal in respect of Groundnut Kernels shall be filed separately.

272. Notwithstanding anything contained in Bye-law No. 69, Spot Rates of Groundnut Kernels of basis quality shall be fixed and registered during the delivery period only and if on any day during the delivery period, ready delivery transactions in Groundnut Kernels are not effected at Sangli, the Daily Rates Committee shall fix the spot rates of Groundnut Kernels after taking into account the ready delivery rates of Groundnuts in shell of such day.

#### IX. Bye-laws relating to Clearing

273. Bye-laws Nos. 73 to 100A and 100C shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

274. There shall be a common Clearing House in respect of Hedge Contracts in Groundnut Kernels as well as in Turmeric and the Clearing House Committee appointed under Bye-law 73 shall also manage all affairs relating to Hedge Contracts in Groundnut Kernels and subject to Bye-law 98 an appeal against the decision or order of the Clearing House Committee pertaining to Hedge Contracts in Groundnut Kernels shall be filed separately.

275. If in respect of his dealings in any authorised commodity a member is declared as a defaulter, such member shall also be treated as a defaulter in respect of his dealings in other authorised commodity and all consequences provided under the Bye-laws shall follow.

276. (1) If on any day the closing rate of a Hedge Contract in Groundnut Kernels rises or falls by Rs. 10 or more per Candy, over or below the last settlement rate, then an automatic clearing shall take place thereafter in respect of Hedge Contracts in Groundnut Kernels on the basis of the closing rate of the day.

(2) In respect of such automatic settlement (clearing) the members shall exchange slips on the second working day of the day on which the rise or fall in price as stated in clause (1) of this Bye-law takes place.

(3) The inward payment alongwith the balance-sheet and other statements as are required to be submitted under the Bye-laws for clearing shall be submitted to the Clearing House on the working day following the day on which slips are exchanged under clause (2) above. The outward payment shall be made on the day fixed for the purpose.

(4) The Bye-laws relating to weekly settlement (clearing) shall apply to such automatic clearing.

(5) If under this Bye-law or Bye-law 100C, an automatic Clearing takes place in respect of one authorised commodity, then notwithstanding Bye-law 78 settlement shall also be effected simultaneously in respect of other authorised commodity.

#### X. Tenders and Delivery Orders

277. Bye-laws Nos. 101, 103 to 106, 108 to 117, 118 & 121-A shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

278. Every delivery order shall be issued in a lot of 25 candies and the same will be issued at the immediately preceding Clearing rate. The parties issuing delivery orders shall receive or pay through the Clearing House the difference between the rate of the preceding clearing rate and the rate of transactions effected after such clearing.

279. On every tender day, members who have entered into Hedge Contracts for purchase or sale of Groundnut Kernels shall send Instruction Forms into Clearing House. Such Forms shall contain a full list of such contracts in units of 25 candies.

280. For every tender of 25 candies the first tenderer shall pay a registration fee of fifty naye paise. Each succeeding tenderer shall pay fifty naye paise for each of the contracts entered on tender form. The Clearing House shall collect tender fees at the weekly Clearing by issuing the bill to be attached as vouchers to the Balance Sheet of member from whom the fees are due. Members failing to pay the fees accordingly, will be liable to be dealt with under the disciplinary Bye-laws.

*Note*—Members who received these Bills, must pay into the Clearing Bank and put in balance sheets even if they have no other occasion to put in the balance sheets.

281. If the seller does not issue delivery order for the fulfilment of his outstanding sale transactions within the prescribed time in the delivery period, he shall pay to the buyer a penalty for failure to tender, at the rate of Rs. 5 per candy in addition to the differences between the rate of the previous clearing or the rate of the contract, whichever is applicable and the due date rate fixed by the Board.

282. If the seller has issued delivery order without any goods or with insufficient goods to tender against the same or the seller or his agent does not give delivery of the goods, then the buyer or his agent should apply in writing within 24 hours to the Exchange regarding the same. On receipt of such application the officer of the Exchange or any person so authorised by the Board accompanied by the last buyer or his representative shall go and enquire whether the goods against the delivery order in question are lying with the first seller, his representative or agent. At the time of such enquiry the seller, his representative or Agent who may be present

shall have to point out the goods. No previous intimation of such enquiry shall be given to the seller, his representative or agent. The officer shall go for such enquiry between the hours of 11 A.M. and 5 P.M. (S.T.). On the officer or the authorised person being satisfied that the seller has no goods or has not sufficient goods to tender against the delivery order in question, he will give certificate to the buyer to that effect. The seller shall pay to the buyer for insufficient goods or no goods, a difference between the rate of the delivery order and a closing rate on that day (and if this day be the due date or after due date, the difference shall be paid between the rate of the delivery order and the rate of the due date) if the same be higher than the rate of the delivery order and in any case pay double penalty i.e. Rs. 10 per Candy.

#### XI. Bye-laws relating to Upcountry Delivery

283. Bye-laws Nos. 123, 125, 126, 132, 135 and 136 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

284. The seller shall not issue a delivery order at a place where there is a ban against the movement of goods from such place at the time of issuing such delivery order. The seller shall at his cost give the buyer permit wherever such permit is necessary for movement of goods from that place to Sangli. If the seller is unable to supply such permit to the buyer before due date, he (the seller) shall be entitled to issue delivery order for delivery at any other delivery Centre, failing which he shall be liable for penalties etc. prescribed under the Bye-laws for failure to issue delivery order for the fulfilment of his outstanding sale transactions.

285. The seller shall give delivery of the goods at such upcountry Centre from a godown or a place having a roof over it. The seller cannot give delivery of the goods which are lying in an open place or a compound without a roof over it. The buyer shall take delivery of the goods in an upcountry Centre within fifteen days from the date of receipt of the delivery order. The buyer shall, however, within such period of fifteen days be entitled to ask for the extension to the Board stating his reasons for such extension, and the Board shall consider the same and may give such or any extension as they may in their discretion deem fit. The Board may direct the buyer to pay such compensation by way of interest and/or charges to the seller as they may deem proper for such extension.

286. The buyer shall deposit an amount equivalent to 20 per cent of the value of the goods in the office of the Exchange immediately he is declared as the last buyer. The Board of Directors shall be entitled to demand, from time to time whenever they think fit, from the buyer further deposits or full value of the goods and the buyer shall deposit such amount in the office of the Exchange within 24 hours, but if there be a Bank Holiday during these 24 hours then on the next opening day after such demand is made.

287. Payment of 80 per cent against the goods delivered shall be made by the buyer and received by the seller at the place where the goods are delivered and the buyer shall pay to the seller in Sangli the balance of 20 per cent immediately after the settlement of disputes, if any, about quality, refraction, weight, bagging, etc.

288. The amount deposited by the buyer with the Exchange shall be returned to him only after the presentation by him of receipt of 80 per cent payment made to the seller. But if the seller intimates to the office of the Exchange to keep as deposit the amount equivalent to 20 per cent of the value of goods, then 20 per cent amount shall be retained and the balance shall be returned to the buyer and such 20 per cent amount shall be returned to the buyer after the presentation of a receipt of the seller of full settlement of account.

289. A direct connection shall be established between the seller (first member party issuing the delivery order) and the buyer (last member party receiving delivery order) regarding delivery of goods after an amount equivalent to 20 per cent of the value of the goods is deposited by the buyer in the office of the Exchange for taking delivery of the goods in upcountry Centres and except for monetary claim by way of damages, penalties etc. as provided under the Bye-laws for the breach or non-fulfilment of the Contract, other liabilities of the intermediate parties regarding delivery of the goods shall discontinue thereafter.

290. The seller shall pay in addition all kinds of local and state cess and/or duties and/or Sales-tax and other similar taxes if any. However, the buyer shall provide the seller all declarations required under the Laws of the Bombay State or under Central Laws or otherwise shall be liable to compensate the seller for the amount of such Taxes.

291. The survey in respect of the goods delivered in upcountry Centres shall generally be made in Sangli under the Bye-laws. If the buyer and the seller have not amicably settled the matter, samples shall be drawn according to the Bye-laws of the Exchange and two sealed tins and bundle of gunnies of the samples shall be sent to the office of the Exchange by Railway Parcel or motor at seller's cost.

#### XII. Survey

292. Bye-laws Nos. 142, 151 & 153 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

293. (a) Every year there shall be a separate panel of surveyors to be appointed as hereinafter mentioned.

(b) Every year the Board shall appoint nine persons to act as surveyors and forward the names of such surveyors to the Forward Markets Commission. The Forward Markets Commission may, if it so desires, add not more than three persons to act as surveyors and intimate their names to the Exchange within fifteen days from the receipt of list of persons appointed by the Board to act as surveyors.

(c) If the Forward Markets Commission sends a list of persons as stated in sub-clause (b) hereof, surveyors for the year shall be the persons appointed by the Board and the persons added by the Forward Markets Commission.

(d) If no such intimation is received by the Exchange from the Forward Markets Commission within the said period of fifteen days, the persons appointed as surveyors by the Board shall be the surveyors for the year.

(e) Persons to be appointed as surveyors shall be members, partners, directors, managers or authorised representatives, having a practical knowledge about ready delivery business in Groundnut Kernels its types and qualities.

(f) No person who is not on such panel of surveyors shall be appointed as a surveyor or umpire.

(g) The panel of surveyors so appointed shall continue until a new panel is appointed.

(h) Notwithstanding clause (b) above if at any time during the year it is noticed by the Board that some or all surveyors on the panel are either interested in the parties to or the subject-matter of the dispute or refuse to undertake survey work or resign and the Board is of the opinion that the survey work is likely to be delayed or obstructed indefinitely or beyond a reasonable period thereby causing harm to trade in general and/or loss or damage to the party or parties to the dispute in particular, the Board may by a resolution specifying the reasons for the same appoint additional surveyors not exceeding nine in number and forward the names of such surveyors to the Forward Markets Commission. The Forward Markets Commission may, if it so desires, substitute not more than three persons to act as additional surveyors and intimate the Exchange of their names within fifteen days from the receipt of the list of such surveyors. If no intimation of substitution is received by the Exchange from the Forward Markets Commission within the said period, the persons appointed as additional surveyors by the Board, shall function till the remaining period of the year.

294. All disputes arising out of contracts regarding weight, refraction, quality (which word connotes type, variety, description and condition), allowance, sampling and bagging shall be referred to two surveyors, who shall have no interest, direct or indirect whatever in the goods under survey.

295. After the buyer (or seller) appoints his surveyor he shall give notice to the seller (or buyer) to appoint his surveyor, and if the seller (or buyer) fails to appoint his surveyor within two days from the receipt of such notice, the buyer or seller shall inform the Exchange and thereupon the Chairman shall appoint a surveyor on behalf of the party in default. The decision of such two surveyors shall be considered as final and both the parties shall be bound to act accordingly.

296. The surveyors shall have to give their decision within 7 days from the date of appointment of second surveyor. In case any difference arises between surveyors they shall appoint an umpire if agreed to by them, but if they disagree in the appointment of an umpire they shall appoint by drawing lot one out of the remaining surveyors who shall have no interest as surveyor, buyer or seller.

(a) Every surveyor should suggest one name for appointment as an umpire and a lot shall be drawn as aforesaid from two such names.

(b) The umpire shall give his decision independently within five days from the date of his appointment.

297. If the surveyors do not decide within seven days, they shall forthwith appoint an umpire who will give his decision within 5 days from the receipt of communication of his appointment.

298. If any surveyor after his agreeing to act as a surveyor refuses to act as surveyor, a new surveyor shall be appointed by the Chairman of the Exchange within five days from the receipt of his refusal.

299. The surveyors shall survey within 3 days from the receipt of intimation to survey. If he or they fail to do so, the matter will be placed by the office of the Exchange before the Chairman who shall have authority to do the needful in the matter. He shall also have power to appoint, if he thinks necessary, another surveyor or surveyors for such survey.

300. The surveyors shall settle or appoint an umpire within three days from the receipt of the intimation by the Office of the Exchange that the analysis of the goods is ready. (The surveyors or the umpire or their representative may remain present at the time of analysis if they so desire). If they fail to do so the Office of the Exchange shall report the matter to the Chairman, who shall appoint an umpire and in that event the fees of the surveyors shall not be paid to them.

301. The samples shall be drawn in the presence of both the surveyors or their representatives who will put seals on the sample.

302. While drawing samples if there be any difference of opinion amongst the surveyors regarding marks or any other matter, the office of the Exchange or the surveyors shall have authority to seal the samples and in such case the surveyors should appoint an umpire within two days.

303. Whenever seals are to be put on the sample bags the same should be put on each bag.

304. While ascertaining the weight of the goods, the surveyors (or the umpire) should always consider and assess drriage whether the question of drriage is referred to them or not.

305. When there is a difference of opinion between the surveyors as regards quality only, a sealed tin filled with cleaned goods, shall be sent to the umpire to decide the quality.

306. The surveyors may go along with their Bamboowalas who shall draw the samples and after filling and sealing the tins shall send the same to the office of the Exchange.

307. After the letters of the appointment of surveyors by both the parties are received by the office of the Exchange, the office shall depute a person employed in the office to go to the godown of the seller for survey purposes and notwithstanding whether survey is held or not, the survey fees shall be paid in full by both the parties.

308. Each party shall bear and pay the survey fees for the goods rejected.

309. For ascertainment of broken kernels, nooks and splits one tin shall be filled in of the lot at the time of drawing samples for refraction and will be sent to the surveyors for doing the needful. No other tin shall thereafter be filled in and sent.

310. If the seller or the buyer has not received the survey report within seven days from the date of the appointment of the surveyors, then he shall send a written application to the office of the Exchange for the delay regarding the report. The Board of Directors or the Chairman, if so authorised shall consider the explanations submitted by the parties and the surveyors and make proper enquiries in the matter and if the Board or the Chairman thinks that the survey work has been delayed, they or he shall direct the surveyors or the umpire to finish the survey work immediately, or may give such other directions as they or he thinks proper.

311. Survey fees—

(a) For every delivery order, each party shall pay Rs. 5 to the Exchange as survey fee. Out of the total of Rs. 10 the Exchange shall retain Rs. 4 and pay Rs. 3 to each surveyor. If the matter is referred to an umpire the Exchange shall retain Rs. 3 out of the total of Rs. 10 received from both the parties as survey fees and out of the balance of Rs. 7 shall pay Rs. 2 to each surveyor and Rs. 3 to the umpire.

(b) In case the same person is appointed as a sole surveyor by the buyer and the seller, each of them shall pay Rs. 2.50 nP to the Exchange. Out of this total of Rs. 5 received as survey fees from both the parties, the Exchange shall retain Rs. 2 and pay Rs. 3 to the sole surveyor.

312. If the buyer subject to the Bye-laws regarding survey etc., rejects the goods and the seller accepts such rejection or if according to the decision of the surveyors or umpire the buyer rejects the goods and if the due date has not expired, then he shall give written intimation to the seller within 48 hours of receipt of the report of the surveyors or the umpire regarding the rejection of goods.

313. The seller shall take away the rejected goods from the godown of the buyer at his own expenses within 48 hours on receiving intimation from the buyer regarding rejection of goods and refund the amount taken as advance against the rejected goods together with interest at 6 per cent P.A. and insurance charges at seventy-five naye paise per 100 bags. The sellers shall also forthwith pay to the buyer the expenses incurred by him (the buyer) for weighing and taking away the goods to his godown and the survey fees, if any, and in addition godown rent at the rate of two naye paise per bag per day for the period during which the rejected goods remained in the buyer's godown after such 48 hours. The buyer shall not be responsible for the weight of the rejected goods after a period of seven days of the notice of rejection.

314. If, according to the Bye-laws of the Exchange or under a joint survey report, a buyer has exercised an option to reject the goods and if the due date has not expired, the seller shall be entitled to replace the rejected goods within 48 hours of such rejection of goods before the due date.

315. The seller shall pay to the buyer on account of rejected and unreplaced goods, difference between the rate of the delivery order and the rate of the due date and shall also pay a penalty at the rate of Rs. 5 per candy. The seller shall not, however, be entitled to receive from the buyer the difference between the rate of delivery order and the rate of due date if the same is in his (seller's) favour, but he shall have to pay to the buyer expenses under Bye-law 313 and the above penalty.

### XIII. Weightment of goods

316. Bye-laws Nos. 158, 161 and 162 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

317. The buyer shall take delivery of the goods at Sangli within four working days from the day of receipt of delivery order from the Clearing House. The Board shall be entitled to extend the period of delivery or provide for a longer period of delivery in the delivery order itself. The buyer shall not refuse to take delivery of the goods even if there be any dispute regarding refraction, quality, bagging, etc.

318. The seller shall not give any lot of less than 25 candies.

319. Goods of the delivery orders should be taken and given in full, but for shortage or excess of goods due to refraction, allowance etc., difference shall be paid or received at the closing rate of the day of delivery. If the goods are delivered after the due date, difference shall be paid and received at the rate of the due date.

### XIV. Payment against goods

320. Bye-laws Nos. 165, 166 and 167 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

321. The buyer shall pay to the seller upon delivery of Groundnut Kernels 90 per cent of the price of the goods and the balance shall be paid immediately after the question of weight, refraction, allowance, quality, bagging, etc. has been settled according to the Bye-laws. The seller shall, however, be entitled to demand cash payment of 90 per cent at the time of weightment of goods and also will be entitled to require the buyer to deposit



the balance of 10 per cent in the office of the Exchange. In case of dispute the buyer shall pay the seller within two days of the day on which such disputes are finally settled or decided. But the fact, that the seller has not insisted on payment in cash at the time of delivery shall not imply that he has given credit to the buyer and the seller shall be deemed to have a lien on all the goods delivered until payment for the same has been made in full, which payment can be demanded at any time.

322. When a seller has to deliver the goods to the buyer the seller will be entitled to ask the buyer to deposit the amount equivalent to the price of the goods in the office of the Exchange before effecting delivery and where a seller has made such a demand the buyer shall deposit such amount into the office of the Exchange.

#### XV. Emergency and Corners

323. Bye-laws Nos. 168 to 175-C shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XVI. Suspension of Payment, Insolvency and Liability of members

324. Bye-laws Nos. 176 to 181 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XVII. Closing of Contracts in case of Insolvency, Lunacy or Death, etc.

325. Bye-laws Nos. 182 and 183 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XVIII. Arbitration and Appeals

326. Bye-laws Nos. 184 to 230A shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

327. There shall be a common panel of Arbitrators appointed under Bye-law 185 to decide the disputes pertaining the Hedge Contracts in Groundnut Kernels as well as in Turmeric and subject to Bye-law 217 an Appeal may lie to the Board even in respect of Hedge Contracts in Groundnut Kernels.

#### XIX. Expulsion, Suspension and Fines

328. Bye-laws Nos. 231 to 243 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XX. Committee members when to vacate office

329. Bye-law No. 244 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XXI. Laga Bye-laws

330. (1) (a) Every member shall pay to the Exchange Laga or cess on every transaction of purchase and sale of Groundnut Kernels of his constituent at the rate of 15nP for every transaction of purchase and/or for every transaction of sale of 25 candies of Groundnut Kernels.

(b) The Board may from time to time, with the concurrence of the Forward Markets Commission enhance, reduce or vary the prescribed rate of Laga provided that such variation etc. shall be enforced only from the beginning of official year and not in the midst of the year.

(2) Every member shall pay the amount of Laga or cess to the Exchange every month for the transactions put through by him during that month. Such payment shall be made not later than tenth day of succeeding month.

(3) A member shall be entitled to recover the amount of Laga from his constituents.

(4) The Board of Directors or the committee appointed by them shall be entitled to call for and inspect the Books of Account of the members to ascertain whether full amount of Laga or cess has been paid and if it is found that he has not paid Laga at all or paid less than what was due under the Bye-law, he shall be liable to be dealt with under the Bye-laws.

#### XXII. Miscellaneous

331. Bye-laws Nos. 246 to 250 shall also apply *mutatis mutandis* to Hedge Contracts in Groundnut Kernels.

#### XXIII. Bye-laws regarding Hedge Contracts, tenderable goods, sampling, refraction, margin, etc.

332. (a) For the purpose of hedging there shall be Hedge Contracts for Groundnut Kernels.

(b) The basis of quality of the Hedge Contract for Groundnut Kernels shall be the kernels of all crop of Groundnuts of bold variety (unadulterated and unassorted) generally grown in the Districts of South Satara, Kolhapur and North Satara in the State of Bombay and in the Districts of Bijapur and Belgaum in the Mysore State. Groundnut Kernels of summer crop shall not be tenderable.

(c) Kernels shall be in a thoroughly dry condition and shall be of the fair average quality of the current season true to types.

(d) Varieties of Kernels tenderable against the basis quality shall be as under:—

(i) *Khandesh*—Consisting of small round kernels of Groundnuts grown in East and West Khandesh Districts.

(ii) *Khandesh quality (Peanuts)*—Consisting of small round kernels of Groundnuts grown in any part of India other than East and West Khandesh.

(iii) *Bold*—Consisting of large long kernels of Groundnuts grown in any part of India.

(iv) *Superior Bold*—Consisting of large long kernels of Groundnuts grown in Kathiawar.

(v) *Coromandel*—Consisting of medium long kernels of Groundnuts.

(vi) *Red Natal*—Consisting of round thick red kernels of Groundnuts.

(e) The terms of contracts governing the delivery of the basis and other tenderable varieties shall be as specified in these Bye-laws.

(f) The Board may with the concurrence of the Forward Markets Commission add to or delete or alter any tenderable quality specified in Cl. (d) above before the commencement of trading for a particular season. No change shall be made therein for that season.

(g) The Board shall fix, at least one week before the commencement of trading for a particular season, differences, if any, payable for tendering qualities against the basis quality by any parties to the Contract.

(h) The Board may, before the commencement of trading in any delivery in the Hedge Contract in Groundnut Kernels, lay down with the prior approval of the Forward Markets Commission, special conditions if any governing trading in that delivery, and members and non-members shall be deemed to have contracted subject to those conditions.

(i) Rates quoted shall always be deemed to refer to the basis quality.

(j) The unit of trading shall be 25 candies. The quotation of rates shall be per candy of 560 lbs equal to 254.02 kilograms approximately.

(k) The months of delivery shall be Pousha, Chaitra and Shravan of every Samvat year. In case the Board decides to permit hedge trading for delivery in any month other than what is provided in these Clauses it shall do so with the prior approval of the Forward Markets Commission.

(l) The delivery period shall be Shudh Pratipada to Vadya Trayodashi i.e. 13th day of the month of Delivery.

(m) Hedge trading in the contracts mentioned in Cl. (k) above shall commence in the months of Ashadh, Margashirsh and Phalgun respectively. The Board shall, with the prior approval of the Forward Markets Commission, fix the date from which such trading may commence.

In case the Board decides to commence hedge trading in any contract in a month other than what is noted above, the Board shall do so with the prior approval of the Forward Markets Commission.

(n) The upcountry Centres at which the delivery of Groundnut Kernels is permitted will be as per Schedule appended to these Bye-laws. The Board may with the prior approval of the Forward Markets Commission make changes in the Schedule as they think proper before the commencement of trading in a particular season. No change shall be made therein in the midst of the season.

333. Groundnut Kernels shall normally be packed in 2½ lbs new gunny bags. In case the weight of a bag is less than 2½ lbs difference between the market rate of 2½ lbs new gunny bag and the bag in question should be given to the buyer. In case the weight of the bag is more than 2½ lbs, then this excess weight should be deducted from the total weight of the goods. In case of old or used bagging or difference in weight, an allowance to the buyer should be paid on the basis of new 2½ lbs B. Twill gunnies.

334. Transactions for Hedge Contracts in Groundnut Kernels shall be for delivery from the seller's godown (i.e. the buyer shall weigh over the goods from the seller's godown at his own expense) and the weight of the bagging shall be included in the weight of the goods at the time of weighing.

335. At any time during weighment of goods the buyer without using a bamboo, shall be entitled to select and shall keep 10 bags separate from the lot of each delivery order and refraction, quality, bagging, allowance, etc., will be ascertained on the basis of the bagging and the goods contained in such separated bags.

336. (i) After completion of weighment of goods, the buyer's representative or Bamboowala in order to ascertain refraction, quality etc., shall take out samples keeping the bags one vertical and the other parallel (i.e. five vertical and five parallel). Then, after holding the bag with one hand, by means of the other hand shall get the sample from that place in the bag where he has put his hand.

(ii) The sample shall be drawn from each bag and shall weigh 100 tolas per each lot of 10 bags kept separately as noted above. The total weight of the sample per each lot of ten bags should not be less than 98 tolas.

(iii) The sample shall be maintained intact at the place of the buyer in the sealed tin if the seller so chooses, otherwise to be kept in the office of the Exchange.

(iv) The sample shall be cleaned and properly analysed at the first opportune moment convenient to both the buyer and the seller but under no circumstances the cleaning and analysing process should take more than six days from the day of weighment. The person responsible for the delay for more than six days shall pay a penalty at the rate of Rupee one per each 24 hours for a lot of 25 candies. The Exchange shall arrange to make payment of the penalty on receipt of the application from the party concerned. The buyer has to give the necessary slips mentioning the last weight in triplicate printed forms after the samples have been properly cleaned and analysed.

(v) Only the licensed Bamboowalas can function on behalf of the parties and/or surveyors or umpire. The license fee for Bamboowalas shall be Rs. 10 for each official year of the Exchange. The Board shall have the right to enhance or reduce the said license fees.

337. In order to ascertain the weight and quality of gunnies the buyer and the seller each shall select one empty gunny out of the ten bags from which the sample has been drawn as mentioned in the preceding Bye-laws. A bundle of these two gunnies will be sealed.

338. *Refractional allowances*—(a) (i) Dust, rubbish and any other matter except Groundnut Kernels, including husks shall be given due allowance as refraction.

(ii) Due allowances shall also be given for splits, damaged kernels, broken kernels, nooks, shrivelled kernels and other things found excess in the sample as allowances.

(iii) If the sample contains any piece of iron and/or stone weighing each  $\frac{1}{2}$  tola or more no shortage allowances will be given upto three pieces but if there are more than three pieces all pieces shall be counted as allowances.

(b) Basis of refraction 4 per cent mutual allowances. Excess over 4 per cent upto 8 per cent allowance at full value to the buyer. Over 8 per cent, allowance at full value plus cleaning charges at the rate of Rs. 5 per 25 candies.

(c) *Damaged kernels*—(including kernels totally damaged and slightly damaged) 1 per cent free. Excess over 1 per cent upto 6 per cent to be reckoned as  $\frac{1}{4}$  dirt. Excess over six per cent upto 10 per cent to be reckoned as Dirt, over 10 per cent rejection at buyer's option.

(d) *Nooks*—(Pieces  $\frac{1}{16}$ th or less than  $\frac{1}{16}$ th of a kernel) 5 per cent free. Excess over 5 per cent upto 10 per cent to be reckoned as  $\frac{1}{4}$  dirt, over 10 per cent rejection at buyer's option.

(e) *Splits*—Kernel broken lengthwise in two halves only) 25 per cent free. Excess over 25 per cent to be reckoned as  $\frac{1}{16}$ th dirt.

(f) *Broken Kernels*—(Kernels smaller than splits but bigger than nooks) 10 per cent free. Excess over 10 per cent shall be reckoned as  $\frac{1}{4}$ th dirt.

(g) *Nuts in Shell*—Nothing free. Upto 10 per cent by weight of nuts in shell, the quantity of shells present shall be calculated and reckoned as dirt. Over 10 per cent but upto 15 per cent by weight of nuts in shell  $1\frac{1}{2}$  times the weight of shells shall be reckoned as dirt, over 15 per cent the buyer shall have the option to reject.

(h) *Shrivelled Kernels*—(Dead Seeds) 2 per cent free, excess over 2 per cent to be reckoned as  $\frac{1}{4}$ th dirt.

(i) *Admixture of different types of Groundnut Kernels*—(1) Admixture of Red Natal in Khandesh quality upto 5 per cent free. Over 5 per cent and upto 10 per cent to be reckoned as  $\frac{1}{4}$ th dirt. Over 10 per cent the buyer shall have option to reject.

(2) *Admixture of Red Natal in other qualities*—Upto 2 per cent free. Over 2 per cent but upto 5 per cent to be reckoned as  $\frac{1}{4}$ th dirt. Over 5 per cent the buyer shall have option to reject.

(3) *Admixture of other types*—Every type other than Red Natal 5 per cent free. Over 5 per cent but upto 10 per cent to be reckoned as  $\frac{1}{4}$ th dirt and over 10 per cent the buyer shall have option to reject.

(j) *Admixture of any other foreign matter*—i.e. seeds other than Groundnut Kernels—It should be reckoned as dirt.

*Note*—If the caster seeds are found in the sample, five bags of the same lot shall be examined and on such examination five pieces of caster seeds on an average are found, then the buyer shall have the option to clean the goods at the seller's expenses subject to a Cleaning charge of six naye paise per bag.

(k) *Conditions of rejection*—Over and above the options for rejection mentioned above, in case the total quantity of splits, broken kernels and nooks exceeds 50 per cent, the buyer shall have option to reject.

339. *Drriage*—In the event of the question of drriage being not settled amicably between the buyer and the seller the matter shall be referred to the surveyors according to Survey Bye-laws and the following allowances shall be made in respect of the same:—

(i) drriage upto  $\frac{1}{2}$  lb free of any allowance. Over  $\frac{1}{2}$  lb. upto 1 lb. per bag will be paid at the rate of actual drriage.

(ii) drriage allowance over 1 lb. per bag will be paid at double the allowance awarded, but if the drriage is over 3 lbs. per bag. the buyer shall have option to reject.

*Note*—Drriage shall be ascertained by spreading out a sample of 100 tolas of Groundnut Kernels under the Sun for one hour.

339A. Whenever under any Bye-law a buyer is given an option to reject the goods, it shall be effective only if the seller accepts such rejection; otherwise such option shall always be deemed to be subject to Bye-laws regarding replacement, survey, etc.

340. (1) Every member of the Exchange shall on each inward payment day and not later than the time specified in the Clearing House Notice, for payment of debit balances under the balance sheet, pay into the Margin Settlement Account of the Exchange with the Bank approved by the Board, a deposit by way of margin not carrying interest, on the net open position in respect of Hedge Contracts in Groundnut Kernels entered into by the member during the working days for the period for which settlement rates are fixed under Bye-law 78 or 276 or 100C for such settlement. The said margin, calculated as follows, shall be payable on the highest net position as at the close of the business on any of the said working days:

(i) On the first 1,000 candies—nil.

(ii) On the next 1,000 candies—at the rate of Rs. 2 per Candy.

(iii) On the next 2,000 candies—at the rate of Rs. 3.50 per Candy.

(iv) On the next 2,000 candies—at the rate of Rs. 5 per Candy.

(v) On the next 2,000 candies—at the rate of Rs. 7 per Candy.

(vi) On the next 2,000 candies—at the rate of Rs. 10 per Candy.

Provided, however, that it shall be permissible to any such member to set off the whole or any amount of such deposit by way of margin against any amount due to such member under the balance sheets sent in by him in respect of such settlements; provided further that in respect of any deposit made by a member under this Bye-law on the previous Inward Payment Day, it shall be permissible to adjust the same or any part thereof in the Balance Sheet sent in by him in respect of any subsequent settlement.

(2) No member shall have, on any day, the net open position exceeding 10,000 Candies in Groundnut Kernels. If any member has his business in excess of the above limits, he shall be liable for disciplinary action. If such a member is asked by the Board to bring his business within limits, he shall do so within the stipulated time. If any member makes any default in this regard his business may be closed by the Board at such rate as may be fixed by the Board for the purpose.

(3) Notwithstanding anything contained in these Bye-laws the Board may from time to time by a resolution passed by itself and concurred in by the Forward Markets Commission, make such variations as may be necessary or desirable in respect of system, payment and/or amount of margin payable in respect of all transactions in Hedge Contracts in Groundnut Kernels.

(4) Notwithstanding anything contained in these Bye-laws, the Board may by a resolution passed by itself and concurred in by the Forward Markets Commission fix such limits upon the daily trading by members or upon the net open position of members concerning Hedge Contracts in Groundnut Kernels as the Board may consider necessary or desirable in respect of such daily trading or net open position.

(5) The powers specified in sub-clauses (3) and (4) above may be exercised by the Forward Markets Commission in any case where in the opinion of the Commission it is expedient in the interest of trade so to do.

(6) Any variations made under (3), (4) or (5) above shall be applicable to all transactions in Hedge Contracts in Groundnut Kernels, including transactions entered into before such variations are made.

341. The Board or any committee or a person appointed by the Board shall have power to call for the account books and other papers of a member and of all members who have dealings with such members, for ascertaining whether the information submitted by the member concerned about his outstanding business is true and correct.

#### SCHEDULE

(Upcountry Delivery Centres for Hedge Contract in Groundnut Kernels)

##### (A) Bombay State

(i) Karad; (ii) Kolhapur; (iii) Latur; (iv) Sholapur; and (v) Barshi.

##### (B) Mysore State

(i) Bijapur; (ii) Bagalkot; (iii) Gokak; (iv) Belgaum; (v) Gadag; (vi) Davangere; and (vii) Gulburga.

THE SPICES AND OILSEEDS EXCHANGE LTD.

#### OFFICIAL CONTRACT FORM FOR HEDGE CONTRACTS

(Between Member and Member)

Contract No..... Sangli.....

Mr./Messrs.....

Dear Sir/Sirs,

I/We have this day sold to/bought from you, subject to the Bye-laws in force from time to time of the Spices and Oilseeds Exchange Ltd.....Candies of ..... for ..... Delivery at Rs..... per Candy.

#### Terms

Description of goods: Fair average quality of the season.

Delivery from ..... to.....

Buyer to take delivery of the goods at Seller's option from the Seller's godown.

Refraction, bagging, quality, payment, etc., according to the Bye-laws.

Seller's/Buyer's signature

#### THE SPICES AND OILSEEDS EXCHANGE LIMITED

Official Client's Contract Form for Hedge Contracts

(Between a Member and a Non-Member)

Memo of Contract No.....

Made in Sangli on..... of

To

Mr./Messrs.....

I/We have this day bought for/sold to\$ you, subject to the Bye-laws of the Spices and Oilseeds Exchange Limited in force now and from time to time in future and subject also to my/our usual charges and terms of business mentioned below ..... Candies for..... delivery\* in Sangli from..... at seller's godown at Rs..... per Candy.

#### Terms

1. I/We am/are not at all responsible for any errors for delay in transmission of telegrams.

2. You shall pay to me/us all amounts due in respect of periodical settlements according to the Bye-laws of the Exchange. You shall as and when required, deposit with me/us within 24 hours, any amount demanded by me/us as margin till the completion of the contract and if you fail to do so I/We shall be at liberty to close your transactions under the term 4 hereof.

3. This contract shall be taken as having been made between Principal and Principal.

4. If you fail to comply with any of the aforesaid terms or to return to me/us duly signed the attached confirmation note within three days from the receipt hereof, I/We shall be at liberty to close the contract at market rate at your risk and on your account without consulting you.

5. In the event of any dispute of any nature arising out of this contract the same shall be settled by Arbitration in Sangli according to the Bye-laws of the Spices and Oilseeds Exchange Ltd.

6. This contract is entered into by me/us on my/our own account.

Signature.....

\$Strike out whatever is not applicable.

\*Delivery may also be given at any upcountry Centres if so fixed by the Board under the Bye-laws.

#### THE SPICES AND OILSEEDS EXCHANGE LIMITED

Official Client's Contract Form for Hedge Contracts

#### Confirmation

No..... Date.....

To

Mr./Messrs.....

I/We confirm that I/We have this day bought from/sold to\$ you in Sangli, subject to the Bye-laws of the Spices and Oilseeds Exchange Limited in force now and from time to time in future and subject also to your usual charges and terms of business..... Candies for..... delivery\* in Sangli at the rate of Rs.... per Candy from..... to..... at Seller's option.

I/We have entered into this contract with you on my/our own behalf and risk.

I/We undertake to abide by the Bye-laws of the Spices and Oilseeds Exchange Ltd., and to comply with your terms and conditions of business and I/We hereby authorise you in the event of my/our failing in this undertaking, to close this contract or any portion thereof at your option either immediately or at such later time as you may deem fit, without giving me/us any further notice.

In this connection if I/We raise any objection contrary to the terms, the same will have no effect on the contract. I/We am/are also responsible for all such losses arising from the contract being closed by you as stated above.

In the event of any dispute arising between you and me/us out of this contract, I/We agree to refer the matter to arbitration in SANGLI according to the Bye-laws of the Spices and Oilseeds Exchange Ltd. and to abide by the Arbitration Award.



I hereby affirm and declare that I am not a partner of any other member firm.

Signature.....

\$Strike out whatever is not applicable.

\*Delivery may also be given at any upcountry Centres if so fixed by the Board under the Bye-laws.

THE SPICES AND OILSEEDS EXCHANGE LIMITED

Official Client's Contract Form for Hedge Contracts

(Between a Member and a Non-member)

Memo of Contract No.....

Made in Sangli on.....of

To

Mr./Messrs.....

I/We have this day bought for/sold for\$ you, subject to the Bye-laws of the Spices and Oilseeds Exchange Limited in force now and from time to time in future and subject also to my/our usual charges and terms of business mentioned below. Candies.....  
for.....delivery\* in Sangli from.....  
to.....at Seller's option at Rs.....  
per Candy.

#### Terms

1. I/We am/are not at all responsible for any errors or delay in transmission of telegrams.

2. You shall pay to me/us all amounts due in respect of periodical settlements according to the Bye-laws of the Exchange. You shall as and when required, deposit with me/us within 24 hours, any amount demanded by me/us as margin till the completion of the contract; and if you fail to do so I/We shall be at liberty to close your transactions under the term 4 hereof.

3. This contract shall be taken as having been made between Principal and Principal.

4. If you fail to comply with any of the aforesaid terms or to return to me/us duly signed the attached confirmation not within three days from the receipt hereof, I/We shall be at liberty to close the contract at market rate at your risk and on your account without consulting you.

5. In the event of any dispute of any nature arising out of this contract the same shall be settled by Arbitration in Sangli according to the Bye-laws of the Spices and Oilseeds Exchange Ltd.

Signature.....

\$Strike out whatever is not applicable.

\*Delivery may also be given at any upcountry Centres if so fixed by the Board under the Bye-laws.

THE SPICES AND OILSEEDS EXCHANGE LIMITED

Official Client's Contract Form for Hedge Contracts

#### Confirmation

No.....Date.....

To

Mr./Messrs.....

I/We confirm that you have this day bought for/sold for\$ me/us in Sangli, subject to the Bye-laws of the Spices and Oilseeds Exchange Limited in force now and from time to time in future and subject also to your usual charges and terms of business..... Candies for...  
.....delivery\* in Sangli at the rate of Rs.....  
per Candy from.....to.....at Seller's option.

I/We have entered into this contract with you on my/our own behalf and risk.

I/We undertake to abide by the Bye-laws of the Spices and Oilseeds Exchange Ltd., and to comply with your terms and conditions of business and I/We hereby authorise you in the event of my/our failing in this undertaking, to close this contract or any portion thereof at your option either immediately or at such later time as you may deem fit, without giving me/us any further notice.

In this connection if I/We raise any objection contrary to the terms, the same will have no effect on the contract. I/We am/are also responsible for all such losses arising from the contract being closed by you as stated above.

In the event of any dispute arising between you and me/us out of this contract. I/We agree to refer the matter to arbitration in SANGLI according to the Bye-laws of the Spices and Oilseeds Exchange Ltd., and to abide by the Arbitration Award.

I hereby affirm and declare that I am not a partner of any other member-firm.

Signature.....

\$Strike out whatever is not applicable.

\*Delivery may also be given at any upcountry Centres if so fixed by the Board under the Bye-laws.

THE SPICES AND OILSEEDS EXCHANGE LIMITED

Clearing House Instruction Form

From.....to the Clearing House.

Please act for us in the disposal of tender against the following contracts:—

For .....Groundnuts

Delivery.

Signature.....

Date.....

Clearing House Delivery Order No.	Bought from	Settlement Rate	Sold to Settlement Rate	Clearing House Delivery Order No.
-----------------------------------	-------------	-----------------	-------------------------	-----------------------------------

N. B.—1. The Clearing House is not responsible for errors.

2. Contracts must be entered in Units of 52 candles.

THE SPICES AND OILSEEDS EXCHANGE LIMITED

Official Delivery Order Form

Groundnut

No.....SANGLI.....195

Name of original Tenderer.....

To

Messrs.....

I/We beg to tender to you against our sale.....

.....the Pucca Delivery order for which I/We have this day lodged with the Clearing House.

Particulars of Tender

Candies.....lying in.....

Quality	Settlement Rate
---------	-----------------

Signature.....

No. 1 : To.....No. 4 : To.....

No. 2 : To.....No. 5 : To.....

No. 3 : To.....No. 6 : To.....

THE SPICES AND OILSEEDS EXCHANGE LIMITED

Pucca Delivery Order Form

Groundnut

Sangli.....195

First Seller.....\*Last Buyer.....

To

Please deliver to .....

.....Candies of .....  
specified below lying in .....  
and take receipt for the same.

Quantity	Settlement Rate
----------	-----------------

Signature of Secretary.....

\*Last buyer's name to be filled by the Clearing House.

Place: Wakhar Bhag, SANGLI. M. R. PURANDARE

Date: 1st February 1960.

Secretary  
The Spices and Oilseeds Exchange Ltd.  
Sangli

**LOST**

The Government Promissory Note No. BY058283 of the 3 per cent loan of 1970-75 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Vithalbhai Narshihbhai Panchal the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser—Shri Vithalbhai N. Panchal.

Residence—2673, Dariapur, Jordan Road, Ahmedabad.

**LOST**

The Government Promissory Note No. BY029374 of the 3½ per cent. loan of N.P.L. 1964 for Rs. 1,000 originally standing in the name of Reserve Bank of India and last endorsed to The Laxmi Bank Ltd., the proprietor(s), by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay, and that application is about to be made for the issue of Duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser—The Agent, The Laxmi Bank Ltd.

Residence—Washim Branch, Washim, District Akola.

**CHANGE OF NAME**

I, Harnam Das Vishatad, son of Shri Sona Ram clerk in ICAR, have changed my name to HARNAM DAS VERMA on my own accord.

HARNAM DAS VERMA

H/No. 11831, Gali No. 7

Sat Nagar, Karol Bagh

New Delhi

**CHANGE OF NAME**

Notified that I, Tarachand Motumal, residing at Adipur will henceforth be assuming my childhood name viz Kura Nanji Chauhan.

TARACHAND MOTUMAL

**CHANGE OF NAME**

I, Kartara S/o Sh. Arjan Ram, Carrier Mechanic Telephone Exchange, Pathankot, have changed my name to Kartar Chand Saroy.

**CHANGE OF NAME**

It is hereby notified for general information that I have sworn an affidavit before the Presidency Magistrate, Calcutta on the 4th February 1960 changing my surname from Tambuli to Dutta I desire henceforth to be known as Sri Ajit Kumar Datta instead of Sri Ajit Kumar Tambuli.

**CHANGE OF NAME**

I, Bhim Sain S/o Shri Ganesh Dass Kalra working as a temporary Clerk in Central Telegraph Office, New Delhi be known as Bhim Sain Kalra S/o Shri Ganesh Dass Kalra.

I, Jaichand son of Shri Moti Shah Jain (Late) working as a clerk in Central Telegraph Office, New Delhi be known as "JAICHAND JAIN" son of Late Shri Motishah Jain.

**CHANGE OF NAME**

I, M. Muniswamy, Ticket No. 71, Khalasi of Carriage Building Shop in the Southern Railway Workshops, Mysore South, have changed my name from M. Muniswamy to M. Munirajan on my own desire.

**CHANGE OF NAME**

Old name—K. Kondala Rao,  
S/o K. Papayya,  
EMP 4875-YPB,  
S. Rly., YELLAMANCHILI.  
New name—G. Kondala Rao,  
Son of G. Kondalarayadu,  
EMP 4875-YPB,  
S. Rly., YELLAMANCHILI.

**CHANGE OF NAME**

I, Charles Reginol Joseph de Szco formerly in Tonganyka, East Africa and at present at Bangalore, shall henceafter be known as Charles Reginol Joseph Juckes.

**CHANGE OF NAME**

I, the undersigned, have been converted to Christianity from Hinduism. So I have changed my name as K. M. Jesudass from old name K. Muniyan for all purposes in future.

K. MUNIYAN

Gate Keeper

Cuddalore, N.T.

S. Ry.

**CHANGE OF NAME**

The undermentioned officer is permitted to change his name:—

Regular Army

Corps of Electrical and Mechanical Engineers

From 'Capt HARBANS LAL GUJRAL' to 'Capt HARBANS LAL'.

(Auth—Army HQ letter No 02809/403/MS3C dated 21 Aug 59).

**CHANGE OF NAME**

Hiraji Govinda Gaurkar of Budh Nagar, Unit No. 2 Nagpur a Class IV servant in the office of the Senior Deputy Accountant General, Bombay State, Nagpur will hereafter be known as Hareish Govinda Gourkhede.

**CHANGE OF SURNAME**

Be it known to all that my client Sri Jatindra Nath Kundu's ancestral surname was 'Roy'. He lost his parents early in his childhood and was brought up by one late Nilkantha Kundu. Consequently his surname was changed from 'Roy' to 'Kundu'. Now, he prefers his original surname 'Roy' to be added to his name instead of 'Kundu' or in other words, henceforward he would be known as Jatindra Nath Roy.

**CHANGE OF NAME**

I, Kailash Ram Rabidas, C/o Late Rai Kumar Ram, Village Tarowarabazar, P.O. Tarowara Distt. Chhapra (Bihar) at present serving in N.F. Rly. under C.R.S. Dent., Pandu have changed my name as HARBANS SINGH having an affidavit given in the Gaubati Court on 6th January 1959 and henceforth I shall be known as HARBANS SINGH only.

**CHANGE OF NAME**

It is hereby notified that the undersigned has changed his name from K. A. Chandrashiv to Kashiram Vithoba Chandanshive.

K. A. CHANDRASHIV

**CHANGE OF NAME**

I, Rammanohar Lal Employee R.M.S., 'A' Division, Kanpur, have changed my name as Rammanohar Lal Srivastava.

**CHANGE OF NAME**

I, Vimal Sharma, D/o Shri Khushi Ram, employed in Lady Harding Hospital & College, New Delhi have changed my name to Vimal Kapil.

**NOTICE CONCERNING FINAL MEETING**

Notice is hereby given in pursuance of Section 497/509 of the Companies Act, 1956, that a General Meeting of the members of T. K. Uttam Singh Private Ltd., (In Liquidation) will be held at 31-F., Connaught Place, New Delhi (In the Office of S. P. Chopra & Co.) on the 15th day of June 1960 at 11 A.M. for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the Liquidator and also of determining by a special resolution of the Company, the manner in which the books of account and documents of the Company and of the liquidator shall be disposed of.

RAGHU NATH RAI  
Voluntary Liquidator

**NOTICE**

The Companies Act, 1956

**NOTICE OF APPOINTMENT OF LIQUIDATOR  
(Pursuant to section 516)**

In the matter of A. K. J. Private Ltd., (in liquidation)

I, S. B. Jain, of 910 Chotta Chippiwara, Chawri Bazar, Delhi, give notice hereby that I have been appointed Liquidator of Messrs. A. K. J. Private Limited, (in liquidation) by special resolution of members of the above named Company dated the 7th of May 1960.

S. B. JAIN  
Liquidator

**NOTICE**

At an Extraordinary General Meeting of National Godowns Private Limited, 65, G.B. Road, Delhi, duly convened and held at 23, Curzon Road, New Delhi, on the 9th May 1960, the following resolutions were passed as Special Resolutions:

1. Resolved that the Company be wound up Voluntarily forthwith by the members of the Company, as it is not functioning since about the middle of 1956.

2. Resolved that Shri Lal Bahadur of M/s. Lall & Co., Chartered Accountants, Chandni Chowk, Delhi, be appointed as Liquidator of the Company on a fixed remuneration of Rs. 50.

LAL BAHADUR  
Vol. Liquidator  
C/o Lall & Co.,  
Chartered Accountants  
Chandni Chowk, Delhi

**NOTICE**

In the Court of Munsif of Bihar, District Patna  
Money suit No. 198 of 1958

R. S. Chuni Lal Rastogi—Plaintiff.

Versus,

Messrs. K. Hazra and others—Defendants.

**NOTICE**

Whereas the above-named plaintiff as Secretary of Bihar Town High English School has instituted this suit for realisation of a sum of Rs. 947/11/3 as principal and interest and Rs. 500 as damages against Messrs. K. Hazra and Co. Importers, Exporters and Iron Merchants 12, Mahovasi Dalhousi Road, Dharamtala, Calcutta and Mr. A. Hazra, Proprietor and Manager of the company living

at Calcutta and whereas the defendants have been deliberately avoiding service of summons it is notified for general information of all concerned that the next date fixed in the case is 31-5-60 on which date the defendants are directed to appear in my court at 6-30 A.M. either personally or through a duly instructed lawyer failing which the suit shall be disposed of in due course of law.

(Sd.) MURLIDHAR PD.

Munsiff  
Biharsharif, District Patna

**PUBLIC NOTICE**

This is to notify the General Public and all those interested that the proprietary concern of Sh. Kishan Chand hitherto run under the name and style of M/s. Machino Engineering Industries, Gali Jatan, Pahari Dhiraj, Delhi has been converted into a partnership concern constituted by Shri Kishan Chand and his two sons Shri Sumer Chand and Shri Siri Pal with effect from first day of April 1960 and hereafter the business shall be that of the partnership concern and not of proprietary concern.

KISHAN CHAND  
SUMER CHAND JAIN  
SIRI PAL JAIN

Attested.

TEJ SINGH  
Advocate.

**NOTICE TO CREDITORS**

Estate : Sarajubala Ray also known as Sarjubala Ray deceased

Pursuant to Sections 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the Estate of the abovenamed deceased of 64 Circular Road, Ranchi, Bihar who died there on the 18th May 1957, are hereby required to send full particulars of their claims to State Bank of India of 3, Strand Road, Calcutta, the executor to the above estate on or before the 29th June 1960 after which date the said executor will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Calcutta, the 16th May 1960

SANDERSONS AND MORGANS  
Solicitors for the said Executor  
5 and 7, Netaji Subhas Road, Calcutta

**CORRIGENDUM**

In the advertisement of stolen G. P. Note No. DH003092 appearing in the Gazette of India dated the 23rd August 1952 at the page 106 for loan 1949-50 read loan of 1949-52.

**CORRIGENDUM**

In Min'stry of Defence Notification No. 618, dated 25th March 1958, published in the Gazette of 5th April 1958, under the heading "Regular Commission" sub-heading "to be 2/Lt" for "VISHNU CHAKRADHARA RAO MATETI" read "MATETI VISHNU CHAKRADHARA RAO" (MVC RAO).

[Authy: ARMY HQ, MS Br. No. 02809/380/MS3C of 23 Sep. 59].

